

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Razor IP Sub LLC		07/13/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Motorola, Inc.		
Street Address:	1303 E. Algonquin Road		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60196		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78750841	RAZR	
Serial Number:	78750797	RAZR	
CORRESPONDENCE DATA			
Fax Number:	(847)523-4348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8475231633		
Email:	arch.ahern@motorola.com		
Correspondent Name:	Arch M. Ahern		
Address Line 1:	600 North U.S. Highway 45		
Address Line 2:	AS437		
Address Line 4:	Libertyville, ILLINOIS 60048		
NAME OF SUBMITTER:	Arch M. Ahern		
Signature:	/ama/		
Date:	12/21/2006		

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Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 13, 2006, is made by RAZOR IP SUB LLC, a Delaware limited liability company ("Grantor"), in favor of MOTOROLA, INC., a Delaware corporation ("Secured Party").

RECITALS

A. Pursuant to that certain License Agreement dated the date hereof, by and between Grantor and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "License Agreement"), Grantor has, among other things, granted the Secured Party a security interest in certain of Grantor's property.

B. Pursuant to the License Agreement and in order to assure, confirm, protect and/or maintain the grant, priority and/or perfection of such security interest, Grantor has agreed to execute and deliver this Agreement to Secured Party.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. **Grant of Security Interest in Collateral.** As security for the full and complete payment of all of the Liquidated Damages if, as and when due and any other damages suffered by Secured Party as a result of a Specified Default, Grantor hereby assigns and grants to Secured Party a continuing security interest in all of Grantor's right, title and interest in and to the following property, whether now or hereafter owned, existing, acquired or arising (collectively, the "Collateral"):

- (a) the Mark to the extent it pertains to Consumer Electronics Products;
- (b) all goodwill associated with the Mark to the extent it pertains to Consumer Electronics Products;
- (c) all applications for registration and registrations covering the Mark to the extent they pertain to Consumer Electronics Products, including the applications for registration and registrations listed on Schedule I, attached hereto and by this reference made a part hereof;

2. **License Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the License Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest made and granted hereby are more fully set forth in the License

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first set forth above.

RAZOR IP SUB LLC, a Delaware limited liability company

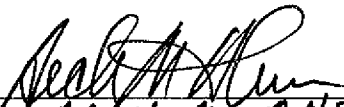
By: 

Name: Carlton Calvin

Title: President

Received and Acknowledged:

MOTOROLA, INC.

By: 
Name: ARCH M. AHERN
Title: LEAD COUNSEL TRADEMARKS

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

RAZR Serial No. 78/750841

RAZR Serial No. 78/750797

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